# BRUHAT BENGALURU MAHANAGARA PALIKE

**TENDER DOCUMENT**
**(KW-4)**

**Maintenance of Horticulture works in YelahankaSatalite town ward parks**
**(Ward No -04)**

**Estimated Cost: 126.78 Lakh**

**Office of the**
Senior Assistant Director of Horticulture (Yalahanka Zone)
Bruhath Bengaluru MahanagaraPalike ,
Amruthahalli, Byatarayanapura, Bangalore -560092.

**TENDERS FOR THE WORK OF** **:** Maintenance of Horticulture works in Yelahanka Satalite town ward parks (Ward No -04)

TENDER REFERENCE : SADH(YLK )TENDER/PR/01 /2023-24
Dated: 08.12.2023.

PERIOD OF SALE OF TENDER DOCUMENT : View e-procurement Portal

LAST DATE FOR SALE OF TENDER DOCUMENT : View e-Procurement Portal

LAST DATE AND TIME FOR RECEIPT OF TENDERS : View e-procurement Portal

TIME AND DATE OF OPENING OF TENDERS : will be intimated to the qualified Tenderers

PLACE OF OPENING OF TENDERS

ADDRESS FOR COMMUNICATION

Senior Assistant Director of Horticulture (Yalahanka Zone) Bruhath Bengaluru MahanagaraPalike , Amruthahalli, Byatarayanapura, Bangalore -560092.

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# BRUHAT BENGALURU MAHANAGARA PALIKE

Senior Assistant Director of Horticulture (Yalahanka Zone)Bruhath Bengaluru MahanagaraPalike , Amruthahalli, Byatarayanapura, Bangalore - 560092.

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No: SADH(YLK)TENDER/01 /2023-24
Dated: 08.12.2023

## LETTER OF INVITATION FOR TENDER(IFT)

(SHORT TERM)
**(TWO COVER SYSTEM)**
(Through **GOK e–Procurement Portal**http://eproc.karnataka.gov.in only)

A) The Senior Assistant Director of Horticulture (Yalahanka), (Referred to as Employer in these documents) invites tenders to Implement in accordance with KTPP rules 2000, from eligible and experienced Person/Agencies / Firms (Referred to as Tenderers in these documents) registered in Labour department for Maintenance of Parks.

B) The tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the instructions to tenderers to qualify for award of the contract (standard tender document KW-1, KW-2 KW-3 & KW-4).

C) Tender documents may be downloaded from Government of Karnataka e-Procurement website **https://kppp.karnataka.gov.in/#/portal/portal-home**under login for Contractors.

D) After login to Contractors, Please scroll down to the left side bottom to see List of Tenders, Please click there to find the details of NIT & download copy of the tender. The tender can be downloaded in the portal as per prescribed date and time published in the portal. Only Interested Tenderer who wish to participate should remit on line transaction fee for tender after registering in the portal. The transaction fee is non-refundable.

E) Tenders must be accompanied by earnest money deposit (EMD) specified for the work in the table below. EMD will have to be submitted online through website**https://kppp.karnataka.gov.in.**

F) Tenders must be electronically submitted (online) within the date and time published in e-procurement portal. Tenders will be opened at prescribed time and date in the e-procurement portal, in the presence of the Tenderers who wish to attend in the Office of The Senior Assistant Director of Horticulture (Yalahanka), Bruhath Bengaluru MahanagaraPalike, Yalahanka Zone, Bangalore.

**G)** Tenderers are subjected to the provisions of KTPP (Amendment) Rules 2017 and selected works in Randomization shall be reserved for participation by tenderers belonging to the scheduled castes & scheduled tribes.

H) Tender conditions shall be followed as per KWs.

**TABLE**

| Sl no | Name of the work | Estimate cost | EMD Amount | Stipulated period of Completion (in months) | Category |
|---|---|---|---|---|---|
| 1 | Maintenance of Horticulture works in Kempegowda ward parks (Ward No -01) | 53.07 | 1,06,140 /- | 8 Months | Other |
| 2 | Maintenance of Horticulture works in Chowdeshwari ward parks (Ward No -02) | 106.01 | 2,00,00 0/- | 8 Months | Other |

| | | | | | |
|---|---|---|---|---|---|
| 3 | Maintenance of Horticulture works in Attutu ward parks (Ward No -03) | 34.92 | 69,850/- | 8 Months | Other |
| 4 | Maintenance of Horticulture works in YelahankaSatelite town ward parks (Ward No -04) | 126.78 | 2,00,000 /- | 8 Months | Other |
| 5 | Maintenance of Horticulture works in Kogilu ward parks (Ward No -05) | 60.84 | 60,850/- | 8 Months | SC |
| 6 | Maintenance of Horticulture works in Jakkuru ward parks (Ward No -06) | 59.85 | 59,900/- | 8 Months | ST |
| 7 | Maintenance of Horticulture works in Thanisandra ward parks (Ward No -07) | 30.60 | 61,200/- | 8 Months | Other |
| 8 | Maintenance of Horticulture works in Amruthahalli ward parks (Ward No -08) | 10.98 | 27,470/- | 8 Months | Other |
| 9 | Maintenance of Horticulture works in HebbalaKempapura ward parks (Ward No -09) | 21.57 | 43,140/- | 8 Months | Other |
| 10 | Maintenance of Horticulture works in Byatarayanapura ward parks (Ward No -10) | 73.03 | 1,46,100 /- | 8 Months | Other |
| 11 | Maintenance of Horticuture works in Kodigehalli ward parks (Ward No -11) | 23.66 | 23,700/- | 8 Months | SC |
| 12 | Maintenance of Horticuture works in Vidyaranyapura ward parks (Ward No -13) | 27.87 | 55,750/- | 5.5 Months | Other |
| 13 | Maintenance of Horticuture works in Kuvempunagara ward parks (Ward No -14) | 13.31 | 16,700/- | 8 Months | ST |
| 14 | Maintenance of Borewells in Yelahanka Zone parks. | 60.00 | 60,000/- | 12 Months | SC |

| | | | | | |
|---|---|---|---|---|---|
| 15 | Maintenance of Toilet in Yalahanka Constituency park. | 23.00 | 50,000/- | 4 Months | Other |
| 16 | Maintenance of Toilet in Byatarayanapura Assembly Constituency park. | 22.50 | 50,000/- | 4 Months | Other |

**Calendar of events as follows:**

- Date of Notification : 08.12.2023
- Tender can be downloaded from : 13.12.2023
- Pre bid Meeting : 21.12.2023 at 11.30 AM
- Tender Closing Date : 28.12.2023 at 4.30 PM
- Technical bid opening date : 02.01.2024 at 11.30 PM
- Financially bid opening date : After Approval of Technical bid.

## Note:

Aspiring Bidders/contractors who have not registered in e – procurement should register before participating through the website https://kppp.karnataka.gov.in

a. Before submission of online bids, bidders must ensure that scanned copies of the necessary documents been attached with bid.
b. All the required information required bids must be filled and submitted online.
c. For details, registration and e- payment visit GOK e-procurement website. https://kppp.karnataka.gov.in or contact e- procurement Helpdesk at 080-22371090, 22373788.
d. This tender notice can also be seen on the BBMP Website www.bbmp.gov.in
e. Any other details regarding the above work/service and other information obtained from the above office during office hours.

Sd/-

Senior Assistant Director of
Horticulture
(Yalahanka Zone)
**B.B.M.P. BENGALURU.**

**Copy Submitted to:**

1 The Commissioner for kind information.
2 Special Commissioner (Projects) for kind information.
3 Zonal Joint Commissioner (Yalahanka) for kind information.
4 Deputy Director (Horticulture) for kind information
5 Deputy Controller Finance (Yalahanka) for information
6 The Public Relation Officer, Bengaluru urban district with a request to publish the same in the district tender bulletin.
7 Office Notice Board

Senior Assistant Director of
Horticulture
(Yalahanka Zone)

## Section 2: Instructions to Tenderers (ITT)

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## A. General

1. **Scope of Tender**

1.1 The Senior Assistant Director of Horticulture (Yalahanka), invites tenders from Contractors any state or Central Govt. Organization for the above tender work (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The tenderers may submit tenders for the work ofMaintenance of Horticulture works in YelahankaSatelite town ward parks (Ward No -04) detailed in the table given in BOQ.

**2. Eligible Tenderers**

Tenderer should submit work done certificate of at least one similar work (Maintenance of Horticulture works in Parks) to an extent of80% of the total tendered amount during last five financial years (i.e 2018-19,2019-20,2020-2021, 2021-22 & 2022-23) of its work. The work done certificate should duly certified by the competent authorities (Central Govt/State Govt / Govt Boards / Govt Corporation). **Work done certificate will not be considered if Work carried through contract labour.**

c.achieved in at least two financial years a minimum financial turnover of **Rs 254.00 Lakh** (usually **not less than two times the estimated** annual payment under this contract)during last five financial years (i.e 2018-19,2019-20,2020-2021, 2021-22 & 2022-23)"with UDIN Number"

d. The Tenderer should submit valid Labour Department License, P.F & ESI registration Certificate, ESI and EPF Payment Challans of Latest months, Last Three Years ITR with Balance sheet Profit and loss statement (26AS), valid PAN card and GST registration Certificate copies and GST returns of 6 Months (April-2023 to September-2023) along with tender document. Contractor shall fully comply provisions of various applicable labour laws provisions of the following enactments and other enactments as applicable for such contracts.

- Contract Labour (R&A) Act 1970 and rules 1971.
- Payment of Wages Act.
- Minimum Wages act 1948, Karnataka Rules 1952
- Employees State Insurance Act 1948, Rules and regulations 1950
- Employees Provident Fund Act 1952 and Pension Scheme 1995
- Karnataka Shops and Commercial Establishment Act 1961

i) As per the Employees' State Insurance Act, 1948 (ESI Act), the employer is responsible for registering the employees and paying the ESIC contribution for them. In this case, the contractor is the employer of the labourers and is responsible for registering them and paying their ESIC contribution. Hence your hereby advised to submit the latest 6 Months (April-2023 to September-2023) ESIC Statement and Paid Challan Details along with Registration Certificate in Form C-11 of the Act.

ii) As per the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (EPF Act), the employer is responsible for registering the employees and paying the Provident Fund (PF) contribution for them. In this case, the contractor is also responsible for registering the labourers and paying their PF contribution. (latest 6 Months April-2023 to September-2023) ECR & PF Paid Challan Details along with Registration Certificate) Any establishment employing even less than 20 persons can be covered voluntarily u/s 1(4) of the Act.

**iii)** 3. **Qualification of the Tenderer:**

3.1 The Tenderer Should submit Valid Original Line of Credit for (30% of Estimate Value)

Amounting **Rs.38,04,000/-** issued by Nationalized/Scheduled Bank & upload in the E-

Procurement portal for the specific work of : **Maintenance of Horticulture works in YelahankaSatalite town ward parks (Ward No -04)**in Favour of Senior Assistant

Director of Horticulture, Yalahanka Zone, Bengaluru.

3.2 To qualify for a package of contracts made up of this and other contracts for which tenders areinvited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.3 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2 (d) and (e) above.

3.4 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will becalculated as under:

**Assessed available tender capacity = ( A*N*1.5 - B )**

where

A = Maximum value of Horticulture Landscape Development works executed in any one year during the last five years

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value, at ———— ([12]price level), of existing commitments and on-going works to be completed during the year

**Note**: The statements showing the value of existing commitments and on-going works as well as thestipulated period of completion remaining for each of the works listed should be countersigned by that particular tender calling authority.

3.2 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted inproof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract,inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

- Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka and The Contractor should not involve in any of the criminal offense.
- All Xerox Documents uploaded by the bidder should be attested by notary.

**4. One Tender per Tenderer:**

4.1 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

**5. Cost of Tendering:**

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

**6. Site visit:**

6.1 –NA-

## B. Tender documents

**7. Content of Tender documents**

7.1 The set of tender documents shall have all the Sections given in Page 3:

7.2 NA

## 8. Clarification of Tender Documents

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all purchasers of the tender documents, including a description of the enquiry but without identifying its source.

**8.2 Pre-tender meeting:**

8.2.1 The tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at Senior Assistant Director of Horticulture, Yalahanka Zone Office (address of venue) on 21.12.2023 at 11.30 Am (time and date).

8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.2.3 The tenderer is requested to submit any questions in writing or by cable to reach the Employer not later than one week before the meeting.

8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

## 9. Amendment of Tender documents

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addendum.

9.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.

9.3 To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 12.2 below.

## C. Preparation of Tenders

## 10. Documents comprising the Tender

10.1 The tender submitted by the Tenderer shall comprise the following:

**10.1.1 First cover:**

(a) Earnest Money Deposit(*as per eprocurement portal*)

(b)Qualification Information as per formats & information given in section (2) & (3);

**10.1.2 Second Cover:**

(a) The Tender (in the format indicated in Section 4)

(b) Priced Bill of Quantities (Section 9); and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

## 11. Tender prices

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities**. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

11.4 The rates and prices quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

## 12. Tender validity

12.1 Tenders shall remain valid for a period not less than ninety days after the deadline date for tender submission specified in Clause 12. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the tenderers may extend the period of validity for a specified additional period. The request and the tenderers' responses shall be made in writing or by cable. A tenderer may refuse the request without forfeiting his earnest money deposit. A tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 9 in all respects.

## 13. Earnest money deposit

EMD amount as % of the estimated cost of the work put to tender

a) Upto Rs.20 lakh – 2.5% (Reservation Category Works 1.25%)

b) Rs.20 lakh and above upto Rs.1 crore – 2% subject to a minimum of Rs.50,000/-

(Reservation Category Works 1% subject to a minimum of Rs.25,000/-)

c) Rs.1 crore and above upto Rs.10 crore – 1.5% subject to a minimum of Rs.2,00,000/-

d) Rs.10 crore and above - 1% subject to a minimum of Rs.15,00,000/-

Tenders must be accompanied by earnest money deposit (EMD) specified for the work of **Maintenance of Horticulture works in YelahankaSatalite town ward parks (Ward No -04)**EMD **Rs.2,00,000/-** will have to be submitted online through website**https://kppp.karnataka.gov.in.**

13.2 NA.
13.3 NA.
13.4 NA
13.5 NA
13.6 NA

14. **Format and signing of Tender**
14.1 NA
14.2 NA
14.3 NA.

## D. Submission of Tenders

### 15.Sealing and marking of tenders

Tenderer shall submit the Tender document electronically before the submission date and time published. The document for submission shall be uploaded in PDF format and submitted in the order mentioned below.

15.1**NA**
15.2 **NA**
15.3 **NA**

### 16. Deadline for submission of the Tenders

16.1 In online e-procurement system, tenderer shall not be able to submit the bid after the bid submission time and date as the icon or the task in the e-procurement portal will not be available.

16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 5, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

**17**. **Late Tenders**

17.1 In online e-procurement system, you shall not be able to submit the bid after the bid submission time and date as the icon or the task in the e-procurement portal will not be available.

18. **Modification and Withdrawal of Tenders**

18.1 Tender has all the time to modify and correct or upload any relevant document in the portal till Bid submission date and time, as published in the e-procurement portal.

## E. Tender opening and evaluation

19. Opening of First Cover of all Tenderers and evaluation to determine qualified Tenderers:

19.1 The Employer will open online the First Covers of all the Tenders received through e-procurement portal, in the presence of the Tenderers or their representatives who choose to attend on the date and the place specified in the e-procurement portal. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

19.2 NA

19.3 NA

19.4 The Employer shall prepare minutes of the Tender opening.

20. Opening of Second Cover of qualified Tenderers and evaluation:

20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders. The Employer will open the Second Covers of Qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day.

20.2 NA

20.3 NA

20.4 The Employer shall prepare minutes of the Second Cover Tender opening.

**21.Process to be confidential**

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence

the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

## 22. Clarification of Tenders

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

## 23. Examination of Tenders and determination of responsiveness

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender (a) meets the eligibility criteria defined in Clause 2; (b) has been properly signed; (c) is accompanied by the required EMD and; (d) is substantially responsive to the requirements of the Tender documents.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction, addition or withdrawal of the nonconforming deviation or reservation.

## 24. Correction of errors

24.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected,

25. **Evaluation and comparison of Tenders**

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows: (a) making any correction for errors pursuant to Clause 24; and (b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation

25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer’s estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

## F. Award of Contract

26. **Award criteria**

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. **Employer's right to accept any Tender and to reject any or all Tenders**

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

## 28. Notification of award and signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Security deposit, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

## 29. Security deposit

29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security Deposit by Bank Guarantee/FDR in favour of The Chief Commissioner BBMP payable at Bengaluru for an amount equivalent to 5% of the Contract price: and for the unbalanced tender, difference amount should be in the form of Bank Guarantee/FDR (separately) in favour of The Chief Commissioner, BBMP payable at Bengaluru.

29.2 NA

29.3 NA

29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the earnest money deposit.

## 30. Advance Payment and Security:

30.1 NA

## 31. Corrupt or Fraudulent practices

31.1 The BBMP requires that the Tenderers observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, BBMP:

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a BBMP contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a BBMP contract.

30.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

## Section-3Qualification Information

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer
[Attach copy]

Place of Registration (with Registration No.)_____(Attach Copy)

Principal place of business: _____

1.2

| | |
|---|---|
| Total value of works executed and payments received in the last five years[19](in Rs. Lakhs)(Turn over) | 2018-19_____<br>2019-20_____<br>2020-21_____<br>2021-22_____<br>2022-23_____ |

1.3 Work performed as Prime Contractor (in the same name) on works of Horticulture Landscape Development over during the past five financial years specified in 1.2 above.

| Project Name | Name Employer | Description of work | Contract Number | Value of contract Rs. Lakhs | Date of issue of work order | Specified period of completion | Actual date of completion | Remarks explaining reasons for delay in completion of Work |
|---|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |

1.4 NA

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.
(A) Existing commitments and on-going works:

| Description of work | Place & State | Contract No. & date | Name and Address of Employer | Value of Contract (Rs. lakhs) | Stipulated period of completion | Value of works remaining to completed[15] | Anticipated Date of completion |
|---|---|---|---|---|---|---|---|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) |
| | | | | | | | |

[18] *NA*
[19] *Attach Certificate from Chartered Accountant with UDIN*
[20] *NA*

(B) Works for which Tenders already submitted:

| Description of work | Place & State | Name and Address of Employer | Estimated Value of works (Rs. lakhs) | Stipulated period of completion | Date when decision is expected | Remarks if any |
|---|---|---|---|---|---|---|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) |
| | | | | | | |

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;
1.8 NA
1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.
1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

**BANKER'S CERTIFICATE / LINE OF CREDIT CERTIFICATE**

This is to certify that M/s. …….. is a reputed company with a good financial standing. If the contract for this work, namely …….. (name of the work) is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs._____ to meet the working capital requirements for executing the above contract.

Sd/-

Name of the Bank,
Senior Bank Manger

Address:……

1.11 NA

1.12 Information on litigations in which the Tenderer is involved:

| Other Party (ies) | Employer | Details of dispute | Amount involved | Remarks showing present status |
|---|---|---|---|---|
| | | | | |

1.13 NA

## SECTION 4: FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

**TABLE OF FORMS:**

- FORM OF TENDER
- QUALIFICATION INFORMATION
- LETTER OF ACCEPTANCE
- NOTICE TO PROCEED WITH THE WORK
- AGREEMENT FORM

# Form of Tender

Description of the Works:
_____
_____
_____
_____ _____ _____[24]
Tender

To : _____

Address : _____
_____[25]
GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of _____ [in figures] (_____) [in letters]. [26]

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988". We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:
_____

Name of Tenderer _____

Address: ----------
---
---

[24]To be filled in by the Employer before issue of the Tender document

24 To be filled in by the Employer before issue of the Tender document

**25** To be filled in by the Tenderer, together with his particulars and date of submission at the bottom of the Form of Tender

**Letter of Acceptance**

(Letterhead paper of the Employer)

.....[date]

To: .....
[Name, address and contact details of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated: ..... for execution of the .....
[Name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees.....
( .....) [Amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit, in the form detailed in Para 25.5 of ITT for an amount of Rs..... within 20days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Maintenance period i.e. up to ..... and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

**Issue of Notice to proceed with the work**

(Letter head of the Employer)

..... (date)

To

———————————————— (name and address of the Contractor)
————————————————
————————————————

Dear Sirs:

Pursuant to your furnishing the requisite Security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the Landscape development of .....(name of the work) a Tender Price of Rs....., you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,
(Signature, name and title of signatory
Authorized to sign on behalf of Employer)

# Agreement Form

Agreement

This agreement, made the .....day of .....20 ....,
between..... [name and address of Employer]
(herein after called "the Employer") of the one part and .....
..... [ name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor .....
.....[ name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   i) Letter of Acceptance;
   ii) Notice to proceed with the works;
   iii) Contractor's Tender;
   iv) Contract Data;
   v) Conditions of contract (including Special Conditions of Contract);
   vi) Specifications;
   vii) Drawings;
   viii) Bill of Quantities; and
   ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of
.....
was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said
.....
.....
in the presence of:
Binding Signature of Employer
.....
Binding Signature of Contractor…..
.....

## SECTION 5: CONDITIONS OF CONTRACT

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# Conditions of Contract

## A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.
Compensation events are those defined in Clause 38 hereunder.
The Completion Date is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.
The Contract is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.
The Contract Data defines the documents and other information which comprise the Contract.
The Contractor is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
The Contractor's Tender is the completed Tender document submitted by the Contractor to the Employer.
The Contract price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
Days are calendar days; months are calendar months.
A Defect is any part of the Works not completed in accordance with the Contract.
The Defects liability period is the period named in the Contract Data and calculated from the Completion Date.
The Employer is the party who will employ the Contractor to carry out the Works.
Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
The Initial Contract price is the Contract Price listed in the Employer's Letter of Acceptance.
The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.
Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
The Site is the area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The Start Date is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A Variation is an instruction given by the Employer which varies the Works.

The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

## 2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor’s Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) Any other document listed in the Contract Data as forming part of the Contract.

## 3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

## 4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

## 5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

## 6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

## 7. Subcontracting

7.1 **NA**

## 8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

## 9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

## 10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

## 11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are (a) in so far as rebellion, riot commotion or disorder or (b) a cause due solely to the design of the Works, other than the Contractor's design.

## 12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

## 13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances , in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data :

(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;

(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and

(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous subclauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

**14. Site Investigation Reports:**

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

**15. Queries about the Contract Data**

15.1 The Employer will clarify queries on the Contract Data.

**16. Contractor to execute the Works**

16.1 The Contractor shall execute the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and complete them by the Intended Completion Date.

17. **The Works to be completed by the Intended Completion Date**

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. **Approval by the Employer:**

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.
18.2 The Contractor shall be responsible for the design of Temporary Works.
18.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.
18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

19. **Safety**

19.1 The Contractor shall be solely responsible for the safety of all activities on the Site.

20. **Discoveries**

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. **Possession of the Site**

**22. Access to the Site**

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. **Instructions**

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.
24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.
24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

## B. Time Control

## 25. Program

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

## 26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

## 27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

## 28. Management meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

# C. Quality Control

## 29. Identifying defects

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

## 30. Tests

30.1 Ifthe Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31. **Correction of defects**

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

32. **Uncorrected defects**

32.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

## D. Cost Control

33. **Bill of Quantities (BOQ)**

33.1 The BOQ shall contain items described.
33.2 The BOQ is used to calculate the Contract Price.

34. **Variations**

34.1 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.2 The Contractor shall promptly request in writing to the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 30 days, failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation if any. Further, approval of Govt. / BBMP has to be obtained for the variation exceeding 5%.

35. **Payments for Variations**

35.1 NA
35.2 NA
35.3 NA
35.4 NA
35.5NA
35.6NA
35.7NA

36. **Submission of bills for payment**

36.1 The Contractor shall submit to the Employer, bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. **Payments**

37.1 NA

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. **Compensation events**

38.1 NA

.

38.2 NA

38.3 NA

38.4 NA

39. **Tax**

39.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract.

The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

40. **Price Adjustment:**

40.1 NA

40.2 NA

41. **Liquidated damages**

41.1 NA

41.2 NA

42. **Advance Payments:**

42.1 NA

42.2 NA

42.3 NA

43. Securities:

43.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount

and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security forunbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion

44. **Cost of repairs**

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

## E. Finishing the Contract

45. **Completion**

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. **Taking over**

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

47. **Final account**

47.1 NA

48. **As built drawings**

48.1 NA
48.2 NA

49. **Termination**

49.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
49.2 Fundamental breaches of Contract include, but shall not be limited to the following:
(a) The Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;
(b) Deleted
(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
(d) Deleted
(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(f) The Contractor does not maintain a security which is required;

(g) NA

(h) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph : “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.”

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 42.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

## 50. **Payment upon Termination**

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

## 51. **Property**

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

52. **Release from performance**

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

## F. Special Conditions of Contract

1. **Labour:**

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the site and such other information as the Employer may require.

2. **Compliance with labour regulations**:

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. **Protection of Environment**:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. **Arbitration (Clause 24 )**

4.1 The procedure for arbitration shall be as follows:

(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority

(b) Arbitration proceedings shall be held at The Commissionerate, BBMP, Bengaluru, Karnataka, India

(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

(d) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

(e) In the case of the death of Contractor after executing the agreement / commencement of the work, his legal heir, if an eligible registered Contractor and willing, can execute and complete the work at the accepted tender rates irrespective of the cost of the work.

*[ Add other Clauses specific to the work for which tenders are invited.]*

## SECTION 6: CONTRACT DATA

NA

## SECTION 7: SPECIFICATIONS

As per the specifications mentioned in the BOQ

## SECTION 8: DRAWINGS

[Will be issued to tenderers who visits the site of work along with SADH (_____ Zone)]

## SECTION 9: BILL OF QUANTITIES (BOQ)

| Sl No | Park Name | Area in Sq.mtr | rate per sq.mtr per annum (in Rs) | No of Months | Amount (in figures) | Amount (in words) |
|---|---|---|---|---|---|---|
| 1 | Maintenance of park at A Sector 4th &5 Cross in Yelahanka New town (P-A-5) (Kempegowda Park) | 8500 | 125 | 8 | | |
| 2 | Maintenance of park at A Sector 3rd &4th Main in Yelahanka New town (P-A-2) (Basavanna park) | 11044 | 125 | 8 | | |
| 3 | Maintenance of park at A Sector 10th &11th Main in Yelahanka New town (P-A-4) (Rajiv Gandi park) | 6906 | 125 | 8 | | |
| 4 | Maintenance of park at A Sector 11th Main &5th Cross in Yelahanka New town (P-A-1) (Subashchandrabose park) | 9918 | 125 | 8 | | |
| 5 | Maintenance of park at B Sector 3rd & 4th Main in Yelahanka New town (P-B-4) (Shankarnag park) | 6500 | 125 | 8 | | |
| 6 | Maintenance of park at B Sector 6 & 7th Main Om Prakruthi in Yelahanka New town (P-B-2/2) (Kempegowda park) | 6200 | 125 | 8 | | |
| 7 | Maintenance of park at B Sector 6 & 7th Main Basavalingappa in Yelahanka New town (P-B- | 11125 | 125 | 8 | | |
| 8 | Maintenance of park at B Sector 9 & 10th Main in Yelahanka New town (P-B-3) (Sir M Vishweshwaraiah park) | 9803 | 125 | 8 | | |
| 9 | Maintenance of park at A Sector 6th & 7 th Cross in Yelahanka New town (P-A-3) (Mini forest) | 13724 | 125 | 8 | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| **10** | Maintenance of park at B Sector 6th & 7 th Cross Opp to RTO Office in Yelahanka New town (P-B-1) | 3678 | 150 | 8 | | |
| **11** | Maintenance of Kempegowda statue park in of front of Minividhasoudha& (Ambedkar Convention hall | 2500 | 150 | 8 | | |
| **12** | Maintenance of park at B Sector 17& 18th Cross in Yelahanka New town (P-B-7) (Kaveri park) | 4094 | 125 | 8 | | |
| **13** | Maintenance of park at B Sector 12& 13th Cross in Yelahanka New town (P-B-5) (DharaBendre park) | 3145 | 150 | 8 | | |
| **14** | Maintenance of park at B Sector 16th Cross Opp to House No 1150 in | 660 | 150 | 8 | | |
| **15** | Maintenance of park at CQAL Layout | 1100 | 150 | 8 | | |
| **16** | Maintenance of Park at B Sector22nd Cross in Yelahanka New town (P-B-9) | 669 | 150 | 8 | | |
| **17** | Maintenance of Park at B Sector 22 & 24 th Cross in Yelahanka New town (P-B-10) (SavithaMaharshi Park) | 2000 | 150 | 8 | | |
| **18** | Maintenance of Park at B Sector 20th &21st Cross , B Sector 7th B Main Near Sharadanagara Arch in Yelahanka New town (P-B-11) | 740 | 150 | 8 | | |
| **19** | Maintenance of park at Sangollirayanna park | 600 | 150 | 8 | | |
| **20** | Maintenance of park at MaasthiVenkteshalyangar park | 350 | 150 | 8 | | |
| **21** | Maintenance of park at Judicial layout Park | 7000 | 125 | 8 | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| **22** | Maintenance of park at Judicial layout 10 Cross Near Kanaka Nagar Park | 3575 | 150 | 8 | | |
| **23** | Maintenance of park at Allalasandra Lake surrounding area Park | 19000 | 100 | 8 | | |
| **24** | Maintenance of park at Lakshmi Devi park (Aralikatte park) | 1200 | 150 | 8 | | |
| **25** | Maintenance of park at GKVK Layout Judicial layout park (MahathmaGandi) | 6700 | 125 | 8 | | |
| **26** | Maintenance of park at B Sector 20th &21 Cross Park in Yelahanka New town (P-B-8) | 1699 | 150 | 8 | | |
| **27** | Maintenance of park at SharadhaNagara Arch park | 2000 | 150 | 8 | | |
| **28** | Maintenance of park at Amoghavarshini park | 3800 | 150 | 8 | | |
| **29** | Maintenance of park at Judicial Layout 1st Cross park | 1800 | 150 | 8 | | |
| **Grand Total** | | | | | | |

Note:

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 7.2 and CC Clause 33.2).

(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.

(3) Where there is a discrepancy between the rates in figures and in words, the lower of the two will govern; [ITB Clause 19.1(a)]

(4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITB Clause 19.1 (b)]

## SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: _____ *[name of Employer]*

_____ *[address of Employer]*

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute_____ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnishyou with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance withhis obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ [amount of guarantee] [29]_Rupees_____ _____[in words], and we undertake to payyou, upon your first written demand and without cavil or argument, any sum or sums within the limits of_____ [amount of guarantee][30] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presentingus with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between youand the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

_____

[29]An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract
[30]An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified inthe Contract

## Annexure-1

### Information on Maintenance of Parks after completion of developmentwork

1. Watering: The plants and lawns in the Park/ Median should be watered frequently as depending upon the climate, soil and plant conditions; if sprinklers are made available, it can be used otherwise hose pipe can be used for Watering. Problems regarding pipeline damage during watering/maintenance should be repaired and taken care Tenderers.
2. Weeding: Weeding has to be done regularly in the entire park area including extra weed growth in the pathways, playing area and other remaining areas in the Park. Weeding should be done regularly once in a fortnight and the Weeds Collected should be used for Preparing Manure or it should be disposed from the park appropriately.
3. Sweeping: Sweeping of the Park Area has to be done daily. The Pathways, gym, Children Playing area, entire garden area/medians should be swept and kept free of fallen leaves, branches, flowers, dust etc. Dust bins in the park should be emptied and disposed properly and regularly. Any dead rodent, pets or animals found should be removed immediately and the Park/ median spaces should be free from foul smell. Play equipments, Gym equipments, Gazebo, Chairs and Other Adornments should be cleaned daily.
4. Maintenance of Shrubs, Edges, Ground Covers and other area by regular pruning, digging, so as to maintain the garden aesthetically — 28 days
5. Lawn mowing should be done regularly every fortnight.
6. Pruning and Digging of soil around specimen plants in the parks should be carried out. Soil basins should be prepared around the hedges/ edges/trees/ shrubs/ground covers by digging the soil so as to maintain retention of water. This should be done before and after monsoon.
7. Transportation -plastic and other inert materials should be removed from the park and must be taken care of. The swept leaf materials should be used for preparation of Compost manure in the Park wherever is possible and the prepared compost manure should be used in the Park. All dead plants, branches & other waste materials should be removed regularly and transported outside the park at the risk of Tenderers. Garbage or leaf material should not be allowed to pile up especially during leaf shedding time. In case of any fire accident/

deaths due to this, concerned Tenderer will be held responsible

8. Monitoring the park: Monitoring the park by opening and closing of park gates as per scheduled time and safeguard the park area.

9. Clearing of Dust Bins: The dustbins in the park should be cleared every alternate day, the waste should be disposed and handed over to the dry waste collecting vehicle of BBMP.
10. Manuring the plants: The organic manure prepared in the park should be spread in the basins of the hedges, shrubs, specimen plants and other areas wherever necessary.
11. Cleanliness around the Watchman's shed: The watchman's shed and surrounding areas should be kept clean and neat. The laborer's deployed for the work assigned in the park shall only stay and use the premises.

12. Display of contractor's information: The tenderer shall provide his contact details to the public through a display board, so that the complaints and suggestions shall be addressed promptly.

## General Terms and Conditions:

1. All the above said rates are inclusive of all Taxes, Service charges and all other Statutory Payments levied under the existing/ amendment / enacted laws during the period of this contract and the client shall perform such duties in regard to the deduction of such tax may lawfully imposed. And should maintain all registers as per the Government orders.
2. It is the prime responsibility of the approved Tenderer /Tenderer to take precautionary measures in order to safeguard the deployed workers. During the time of work any accident, injuries or death to the workers. The approved Contractor/Tenderer is solely responsible.
3. In case of subsequent defaults, the Employer may consider termination of contract and penalty should be imposed.
4. Any other instructions / works as may be issued by officials in charge from time to time.
5. The Employer reserves the right to accept or reject any tender and to cancel the tender process and reject all tenders at any time prior to award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderers of the grounds for the Employer's action.

# Annexure-3

## Qualification or Mandatory Documents

**For the work of :Maintenance of Horticulture works in YelahankaSatalite town ward parks (Ward No -04) Est Cost: 126.78Lakh**

| | | |
|---|---|---|
| 1 | Name of Tender | |
| 2 | Phone Number | |
| 3 | Email ID | |
| 4 | Valid Address Proof Copy | Submitted/Not Submitted |
| 5 | The Work Done Certificate<br>Single Work done / work Completion certificate of any one work not <80% of the tendered amount in last 5financial years.<br>(i.e 2018-19,2019-20,2020-2021, 2021-22<br>& 2022-23) | Documents Attached<br>1.<br>2.<br>3. |
| 6a) | Valid Labour Registration copy | Submitted/Not Submitted |
| b) | Valid ESI/ PF Details copy | Submitted/Not Submitted |
| c) | Valid PF Details copy | Submitted/Not Submitted |
| d) | Valid GST Registration copy | Submitted/Not Submitted |
| e) | Valid Pan Card copy | Submitted/Not Submitted |
| 7 | Turnover Certificate<br>**(More ThanRs. 254.00 Lakh)**<br>(Last 5 Years i.e 2018-19,2019-20,<br>2020-2021, 2021-22 & 2022-23) | 1.<br>2. |
| 8 | ESI and EPF Payment Challans of Latest 6 months<br>(April-2023 to September-2023) | Submitted/Not Submitted |
| 9 | GST returns of Latest 6 | Submitted/Not Submitted |

| | | |
|---|---|---|
| | Months<br>(April-2023 to September-2023) | |
| 10 | ITR with Balance sheet Profit and loss statement<br>(Last 3 Years i.e 2020-2021, 2021-22 & 2022-23) | |
| 11 | Line of Credit for (30% of Estimate Value)**Rs. 38.04 Lakh** | Submitted/Not Submitted |

Note: All Xerox Documents uploaded by the bidder should be attested by notary.

(Signature of Contractor)